



Rs.33,22,312.98p as dues of monthly subscription fees as on 28 August 2012. The respondent did not appear despite service of notice and hence, the petition has proceeded against it *ex parte*.

According to the petitioner, two subscription agreements were executed by the two sides on 11 January 2012. The first agreement was for the period 1 July 2012 to 10 January 2012, that is to say antecedent to the date of execution. The second agreement commenced from 11 January 2012 (i.e. after expiry of the period of the first agreement) and came to end on 31 March 2012. Under the first agreement, the monthly subscription fee payable by the respondent was Rs.1,58,746.68p(excluding taxes) and under the second agreement, the subscription fee payable by the respondent was Rs.2,40,942.05p(excluding taxes) per month.

It is the case of the petitioner that it raised invoices against the respondent from time to time “not only for payment of monthly subscription fee **but also for the payment towards the old outstanding dues payable by the respondent to M/s Star Den Media Services Pvt. Ltd. and M/s Zee Turner Ltd.**” It is not spelt-out in the petition as to on what basis the petitioner raised demands against the respondent for payment of any alleged dues of M/s Star Den Media Services Pvt. Ltd. and M/s Zee Turner Ltd.

It is further stated that on 10 May 2012, the petitioner issued notice under clause 4.1 of the Telecommunication (Broadcasting & Cable Services) Interconnection Regulations, 2004 (hereinafter referred to as “Regulations”) for non-payment of the outstanding dues which on that date amounted to Rs.27,33,577/-. The petitioner also issued notice under clause 4.3 of the Regulations on 13 May 2012 and finally deactivated the supply of signals to the respondent on 25 June 2012. It is alleged that as on 28 August 2012, the petitioner’s dues against the respondent amounted to Rs.33,22,312.98p, for recovery of which the present petition is filed.

The petitioner examined as its witness, one Amiya Ranjan Pati, working as Deputy General Manager in the company. The witness identified the two subscription agreements between the respondent and the petitioner both dated 11 January 2012 which are marked as Exhibit PW-1/2 and PW-1/2. He also identified the four invoices raised by the petitioner against the respondent, which are marked as Exhibit PW-1/3(Colly). He also identified a copy of the notice dated 10 May 2012 issued under clause 4.1 of the Regulations, which is marked as Exhibit PW-1/4. He also identified a copy of the public notice dated 13 May 2012 issued under clause 4.3 of the Regulations which is marked as Exhibit PW-1/5(Colly.). Lastly, the witness identified the extracts from ledger account showing the outstanding payable by the respondent which are marked as Exhibit PW-1/6(Colly.)

There are altogether four invoices. The first one, dated 6 March 2012 is for the period 1 to 31 March 2012. It raises the demand of Rs.2,41,397.45p as subscription charges to which taxes are added to arrive at the total invoice amount of Rs.2,66,261.39p. The respondent then had a credit balance of Rs.78,075.97p, hence, the total amount due is shown as Rs.1,88,185.41p. The remaining three invoices are for the months of April, May and June 2012.

It may be recalled here that the subscription agreement between the two sides came to end on 31 March 2012. Clause 8 of the Regulations indeed provides that the process of negotiation for renewal of existing agreement should begin at least two months before the due date of expiry of the existing agreement and further provides that the terms and conditions of the existing agreement would continue to apply till a new agreement is reached or for the next three months from the date of expiry of the original agreement. But it is nowhere stated either in the petition or in the deposition of the witness that after 31 March 2012, the petitioner continued to supply the signals of its channels to the respondent and the respondent used those signals for its benefit by retransmitting them to its subscribers. There is thus no legal basis for the petitioner to raise its claim beyond the period of the agreement i.e. 31 March 2012.

As noted above, the invoice for the month of March 2012 was for the sum of Rs.1,88,185.41p. The petitioner is entitled to a decree for the

aforesaid amount along with interest @ 24% from 28 August 2012 till 23 November 2012, the date of filing of the petition before the Tribunal and @ 10% from 23 November 2012 till the realization of the decretal amount. Ordered accordingly.

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**(Aftab Alam)**  
**Chairperson**

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**(Kuldip Singh)**  
**Member**

/sks/